

**RECLAMATION DISTRICT NO. 773
REGULAR MEETING AGENDA FOR
BOARD OF TRUSTEES
9:00 A.M. FEBRUARY 7, 2023**

**Location: 3121 West March Lane, Suite 100
Stockton, CA 95219**

AGENDA

1. Call to Order/Roll Call.
2. Public comment: Under Government Code section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda at the time it is taken up.
3. Consider for approval minutes of the January 12, 2023, Board meeting.
4. District Financial Report.
5. Resolution 2023-01. Review emergency situation due to flood risk and damage resulting from severe storms.
6. Insurance. Delegate authority to approve Insurance Policy for 2023/2024 Insurance Year.
7. Engineers' Report; discussion and possible action regarding the following:
 - I. Review the levee repairs associated with the 2022-23 high water event.
 - A. Ratify award of contract to AM Stephens Construction
 - B. Ratify addendums to AM Stephens Construction contract for emergency repairs
 - II. Review Paradise Cut Expansion and South Delta Restoration Project public workshop.
8. Correspondence and meeting attendance reports.
9. District Calendar.
10. Approval of bills to be paid.
11. Adjournment.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

**AGENDA PACKET
RECLAMATION DISTRICT 773
FEBRUARY 7, 2023**

<u>ITEM</u>	<u>COMMENTARY</u>
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- | | |
|-----|----------------------|
| 1. | Self-explanatory. |
| 2. | Self-explanatory. |
| 3. | Please see attached. |
| 4. | Please see attached. |
| 5. | Please see attached. |
| 6. | Self-explanatory. |
| 7. | Please see attached. |
| 8. | Self-explanatory. |
| 9. | Please see attached. |
| 10. | Please see attached. |
| 11. | Self-explanatory. |

ITEM 3

**Minutes of Meeting of
Reclamation District 773
Held on January 12, 2023**

The special meeting of the Board of Trustees of Reclamation District 773 was held at 8:00 a.m. on January 12, 2023, at the District's office located at 3121 West March Lane, Suite 100.

Item No. 1: The meeting was called to order at 8:00 a.m. Present were President Mark Bacchetti, Trustee Joe Enos, Trustee Ryan Bacchetti. Also present were Chris Neudeck, District Engineer, Andy Pinasco, District Secretary.

Item No. 2: Public Comment. None.

Item No. 3: Minutes. The minutes of the October 4, 2022, meeting were approved unanimously by the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Ryan Bacchetti.

Item No. 4: Mr. Pinasco provided a written financial report and reviewed it with the Trustees. The financial report was accepted by unanimous vote of the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Joe Enos.

Item No. 5: Resolution 2023-01. Mr. Pinasco provided an oral report with support from District Engineer Mr. Neudeck. The report consisted of an update on damages resulting from the severe storms occurring in early January 2023. Mr. Neudeck explained that the Governor had proclaimed a state of emergency, and reported that the District's levees have been damaged as a result of the severe storms. Mr. Neudeck recommended that the District adopt Resolution 2023-01, declaring that an emergency condition exists due to flood risk and damage resulting from the recent severe storms. The Trustees unanimously approved Resolution 2023-01, declaring an emergency condition exists due to flood risk and damage resulting from recent severe storms on a motion by Trustee Joe Enos, seconded by Trustee Ryan Bacchetti.

Item No. 6: Engineers' Report; request for direction. Mr. Neudeck summarized the District Engineer's written and oral report. Mr. Neudeck's report summarized the Final Phase 5 Toe Berm Plans and reviewed the levee maintenance project for 2023. Mr. Neudeck also discussed various emergency repair projects resulting from the recent severe storms and received direction from the Trustees to carry such work out under the emergency declaration declared in Resolution 2023-01.

Item No. 7: There was no report on the correspondence in the agenda packet.

Item No. 8: Mr. Pinasco reviewed the District calendar with the Trustees pointing out that the next meeting was on February 7, 2023.

Item No. 9: Mr. Pinasco reported on the outstanding bills that had been received and the status of the District's accounts. On a motion by President Mark Bacchetti, seconded by Trustee Joe Enos, the Trustees present unanimously approved payment of the attached bills identified on the attached bills paid report.

Item No. 10: The meeting was adjourned at 9:05 a.m. by unanimous vote of the Trustees present on a motion by Trustee Joe Enos, seconded by President Mark Bacchetti.

Respectfully submitted,

Andy Pinasco, District Secretary

ITEM 4

RECLAMATION DISTRICT 773
 FINANCIAL REPORT FEBRUARY 2023 MEETING
 67% OF 2022/2023 FISCAL YEAR THROUGH FEBRUARY 2023

INCOME	Annual Budget Amount	Received Period TD	Received YTD	% YTD
INTEREST	\$ 2,000.00	\$0.00	\$ 2,227.00	111.35%
ASSESSMENTS (MAX. ALLOWANCE)	\$ 235,793.00	\$94,023.09	\$ 100,698.27	42.71%
SUBVENTION REIMBURSEMENT	\$ 100,000.00	\$0.00	\$ -	0.00%
Total Income	\$ 337,793.00	\$ 94,023.09	\$ 102,925.27	30.47%
EXPENSES	Annual Budget Amount	Expended Period TD	Expended YTD	% YTD
GENERAL				
G1 County Assessment Administration	\$ 2,000.00	\$153.00	\$ 1,955.22	97.76%
G2 Miscellaneous Supplies	\$ 300.00	\$0.00	\$ -	0.00%
G3 General Engineering	\$ 25,000.00	\$1,679.44	\$ 9,866.06	39.46%
G4 Legal and Accounting	\$ 25,000.00	\$1,829.73	\$ 8,811.46	35.25%
G5 Insurance	\$ 15,000.00	\$100.00	\$ 10,825.25	72.17%
G6 Contingency	\$ 4,000.00	\$0.00	\$ 2,868.00	71.70%
Account Funding Placeholder		\$0.00		
Total General Expenses	\$ 71,300.00	\$ 3,762.17	\$ 34,325.99	48.14%
LEEVE WORK				
L1 Vegetation Control and Management	\$ 45,000.00	\$822.50	\$ 9,136.25	20.30%
L2 Rodent Control	\$ 30,000.00	\$26,893.11	\$ 26,983.11	89.94%
L3 Construct All-Weather Road Surfacing	\$ 15,000.00	\$0.00	\$ -	0.00%
L4 Waterside Erosion Repair	\$ 25,000.00	\$0.00	\$ 1,007.50	4.03%
L5 Back Slope Fill Flattening	\$ 250,000.00	\$9,803.75	\$ 175,658.87	70.26%
L6 General Levee Maintenance	\$ 50,000.00	\$677.50	\$ 7,961.52	15.92%
L7 DWR 5 Year Plan	\$ -	\$45.00	\$ 45.00	0.00%
Total Levee Work	\$ 415,000.00	\$ 38,241.86	\$ 220,792.25	53.20%
Total Expenses	\$ 486,300.00	\$ 42,004.03	\$ 255,118.24	52.46%
	ANNUAL BUDGET AMOUNT	PTD INCOME/LOSS	YTD INCOME/LOSS	
NET INCOME (LOSS)	\$ (148,507.00)	\$52,019.06	\$ (152,192.97)	

Fund Balance as of Beginning of Fiscal Year 2022-2023	\$ 559,452.67
Revenues (YTD)	\$ 102,925.27
Expenses (YTD)	\$ 255,118.24
Total Cash in General Fund	\$ 407,259.70
Total Restricted Cash in 5 Year Plan Account	\$ 2,636.01
Bank of Stockton	\$ 31,238.30
Total Available Cash	\$ 438,498.00

ITEM 5

RECLAMATION DISTRICT NO. 773

RESOLUTION 2023-01

RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 773 DECLARING THAT AN EMERGENCY SITUATION EXISTS DUE TO FLOOD RISK AND DAMAGE RESULTING FROM SEVERE STORMS

WHEREAS, the Trustees of Reclamation District No 773 (“District”), of the County of San Joaquin, State of California, a regular meeting of the Board of Trustees was held at the district offices at 3121 West March Lane, Suite 100, Stockton, California on January 9, 2023, at 2:00 p.m.; and

WHEREAS, commencing on December 27, 2022, it became probable that an atmospheric river would produce high levels of rainfall in the Sacramento San Joaquin Delta region coinciding with high tides and winds; and

WHEREAS, it is forecasted that additional and continuing storms related this series of atmospheric river systems threaten the Sacramento San Joaquin Delta region, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS, on January 4, 2023, in response to the damage caused by the recent storms, and impending forecasted storms Governor Newsom proclaimed a State of Emergency throughout California in accordance with Government Code section 8625, suspending provisions of the Government Code and Public Contract Code, including but not limited to competitive bidding requirements, to address the effects of these storms; and

WHEREAS, in response to the effects of these storms, the District’s Board of Trustees (the “Board”) hereby find that such conditions constitute an emergency that will not permit a delay from an advertised competitive solicitation for bids and that immediate restoration of service and repair of drainage and levee systems are necessary to respond to this emergency to protect health and safety.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED, by the Board of Trustees of Reclamation District 773 that:

1. An emergency situation exists within the District and along the District’s levees due to emergency conditions resulting from the severe storms and impending forecasted storms, which will require the District to proceed immediately with any work resulting from the storms to prevent the possible flooding of the district, and failure to its levees at the earliest possible time.
2. That any Trustee, the District Secretary, and/or District Engineer be hereby authorized and directed to acquire such materials and equipment and to enter into contracts necessary and appropriate to meet the emergency needs of the District

caused by the severe storms and impending forecasted storms in accordance with the Decision Making Authority described in Resolution 2017-02.

3. This emergency shall be deemed to have commenced on January 12, 2023, and shall continue until further action of this Board.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 773 at a meeting thereof held on this 12th day of January, 2023, by the following vote, TO WIT:

AYES: Mark Bacchetti, Joe Enos, Ryan Bacchetti

NOES: 0

ABSTENTION: 0

ABSENT: 0

RECLAMATION DISTRICT NO. 773
A Political Subdivision of the
State of California

By: 
MARK BACCHETTI, PRESIDENT

ATTEST:


ANDY PINASCO, SECRETARY

CERTIFICATION

I, ANDY PINASCO, Secretary of Reclamation District No. 773, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 773 duly passed and adopted at a meeting of the Board of Trustees thereof held on the 12th day of January, 2023.

Dated: _____, 2023.

ANDY PINASCO, SECRETARY
Reclamation District No. 773

ITEM 7

**RECLAMATION DISTRICT NO. 773
FABIAN TRACT
BOARD OF TRUSTEES MEETING
TUESDAY, FEBRUARY 7, 2023
9:00 AM**

ENGINEER'S REPORT

- A. Review the levee repairs associated with the 2022/23 High Water event. The project was awarded to AM Stephens Construction Co for \$76,291 under emergency provisions since the work was needed to prevent an imminent threat and severely reduced structural integrity of the levee system associated with waterside slope slippage.

EXHIBIT A: Photo summary from KSN Daily Field Reports of All Weather Road Repairs.

EXHIBIT B: Photo summary from KSN Daily Field Reports of Waterside Slope Repairs.

EXHIBIT C: Original Emergency Repair Contract \$75,000.

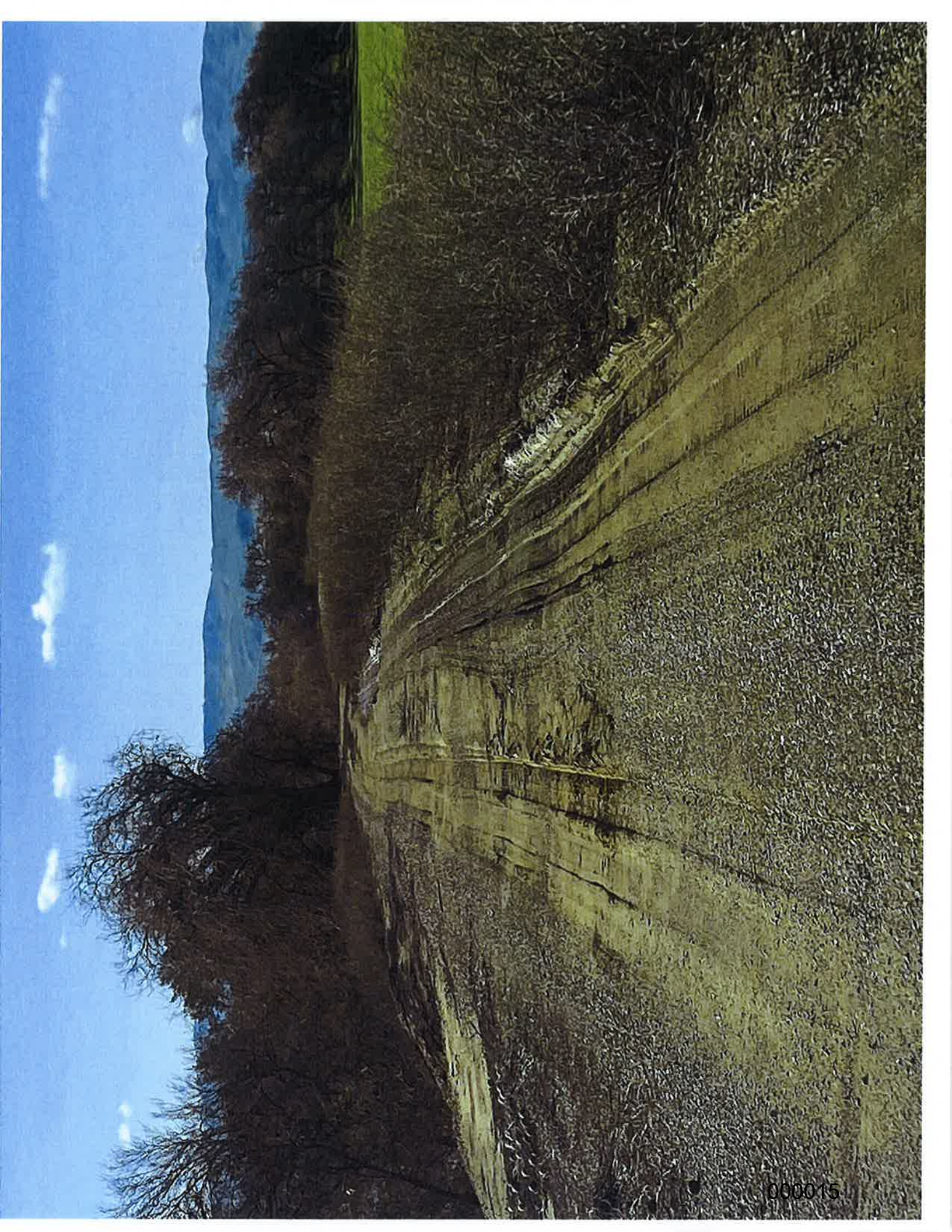
EXHIBIT D: Addendum Emergency Repair Contract \$25,000.

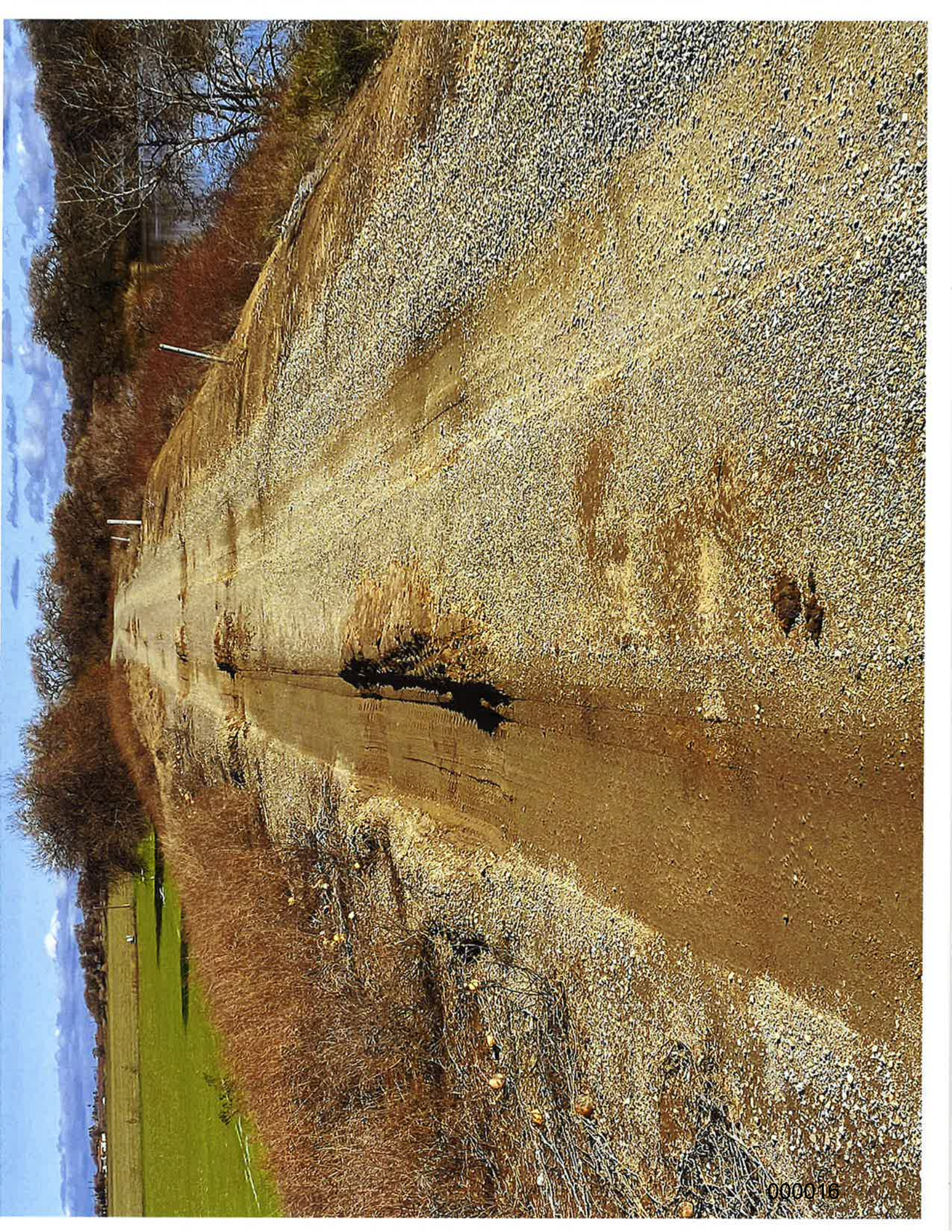
EXHIBIT E: Addendum Emergency Repair Estimate. Contract amendment being prepared for \$50,000.

EXHIBIT F: Photo summary from KSN Daily Field Reports of Waterside Slope Repairs at the Marina.

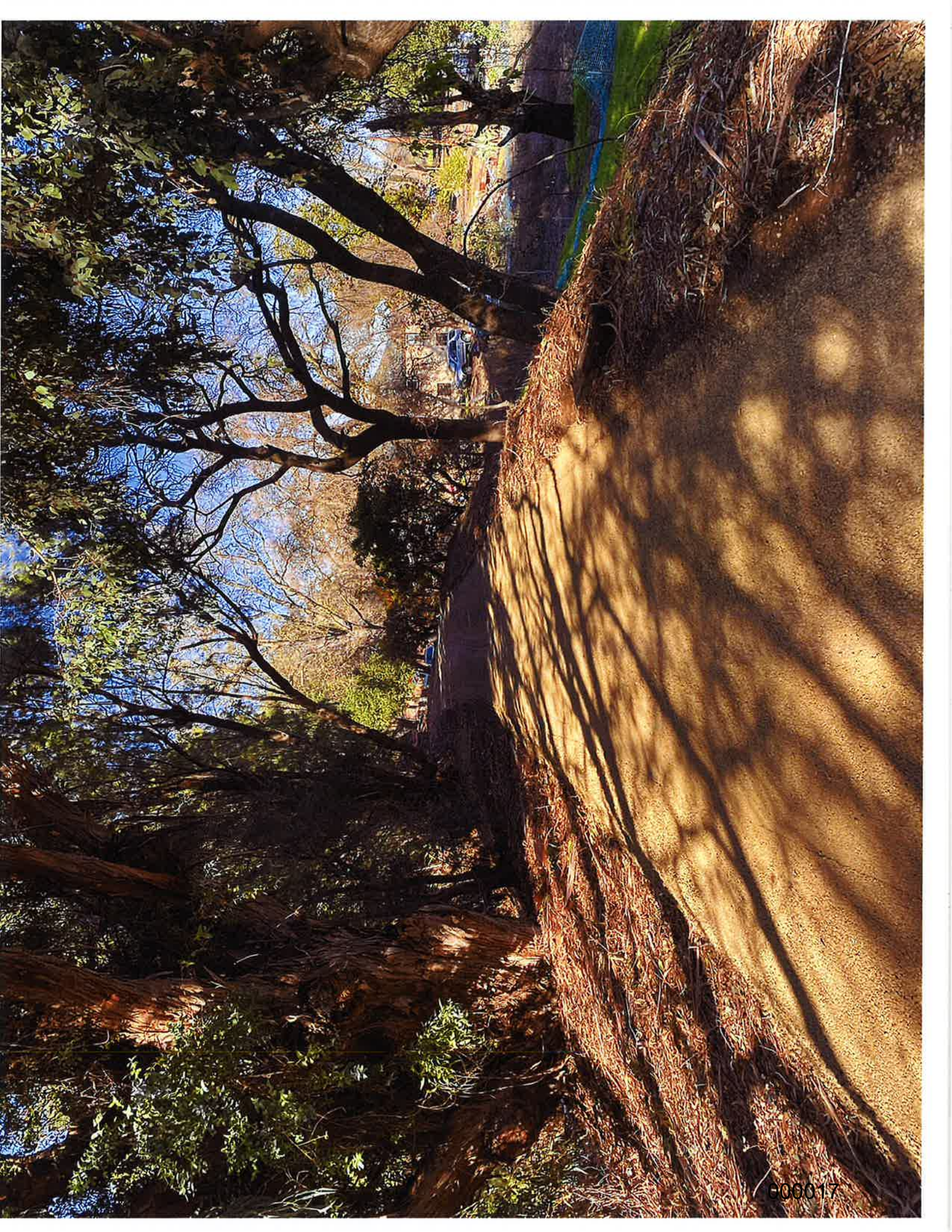
- B. Review Paradise Cut Expansion & South Delta Restoration Project Public Workshop Notice **CANCELLED** for January 24, 2023, at Roberts Union Farm Center 9:00-11:00 AM. New meeting not yet schedule

Exhibit A





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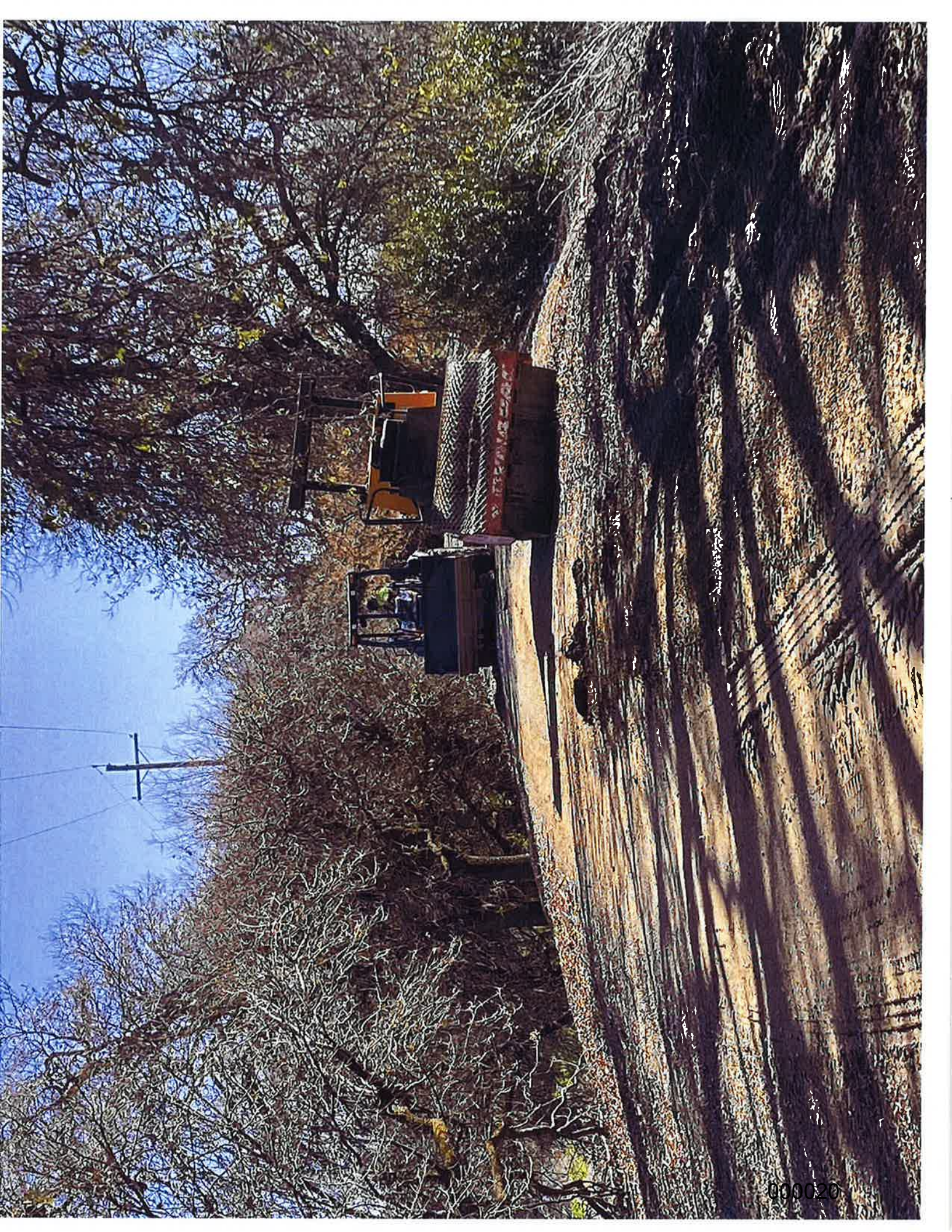
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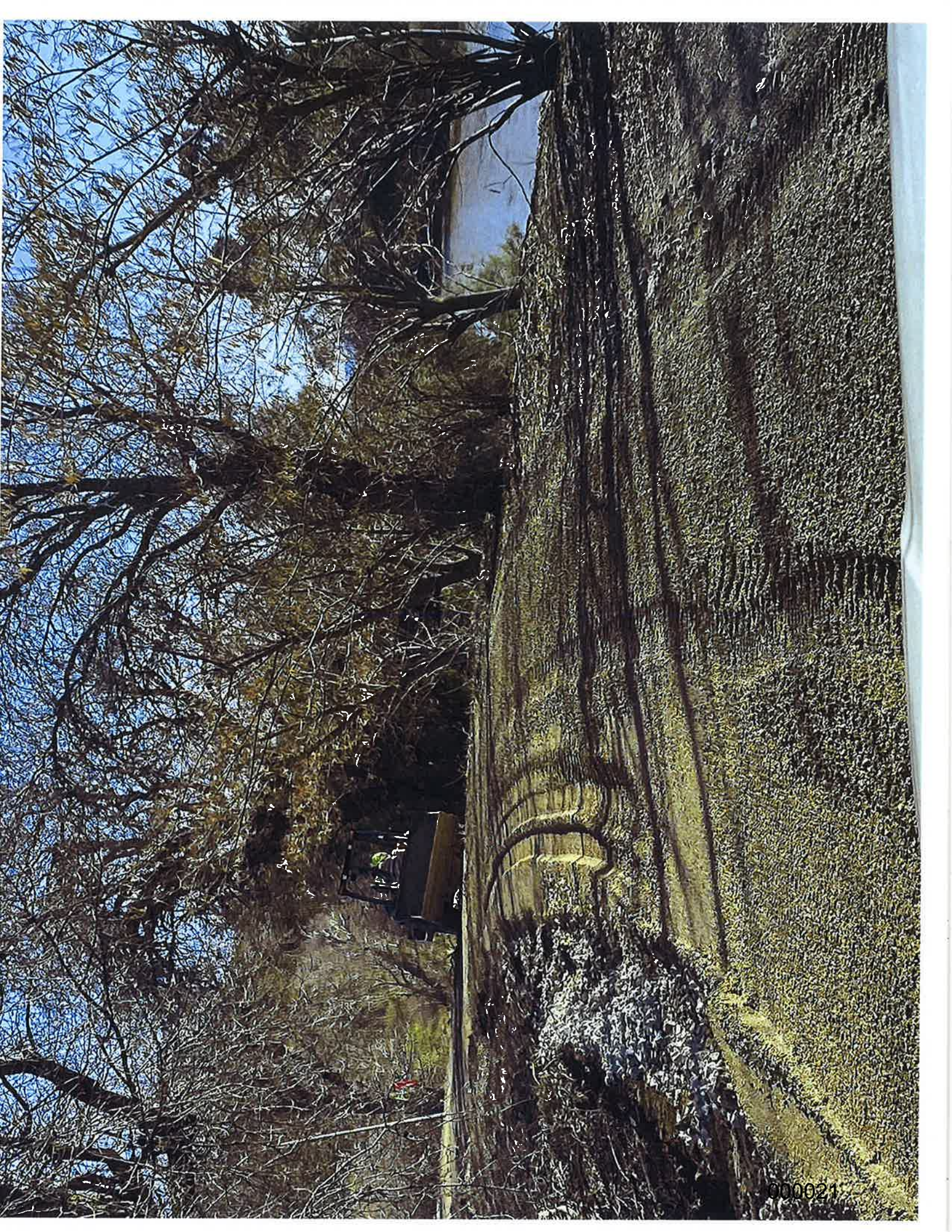
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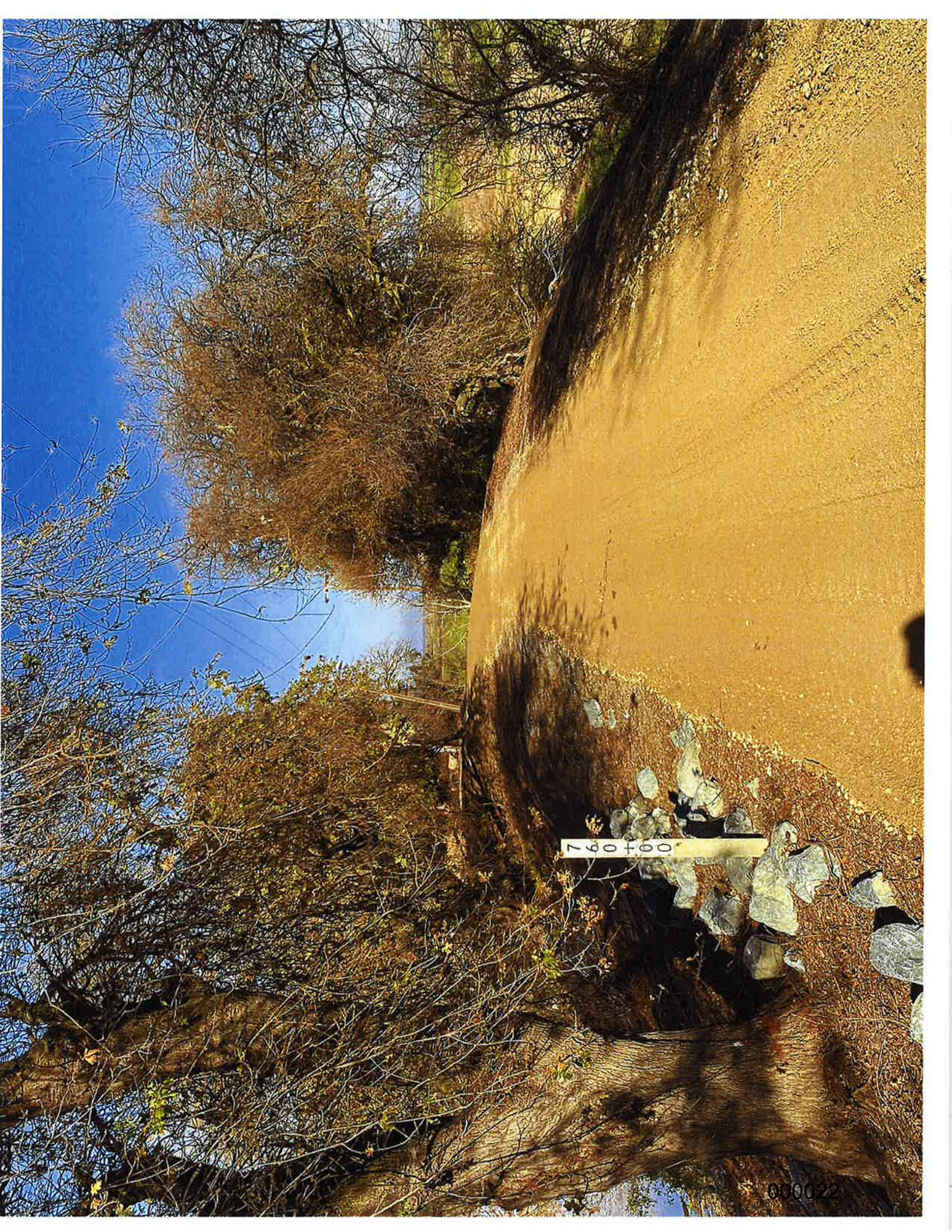
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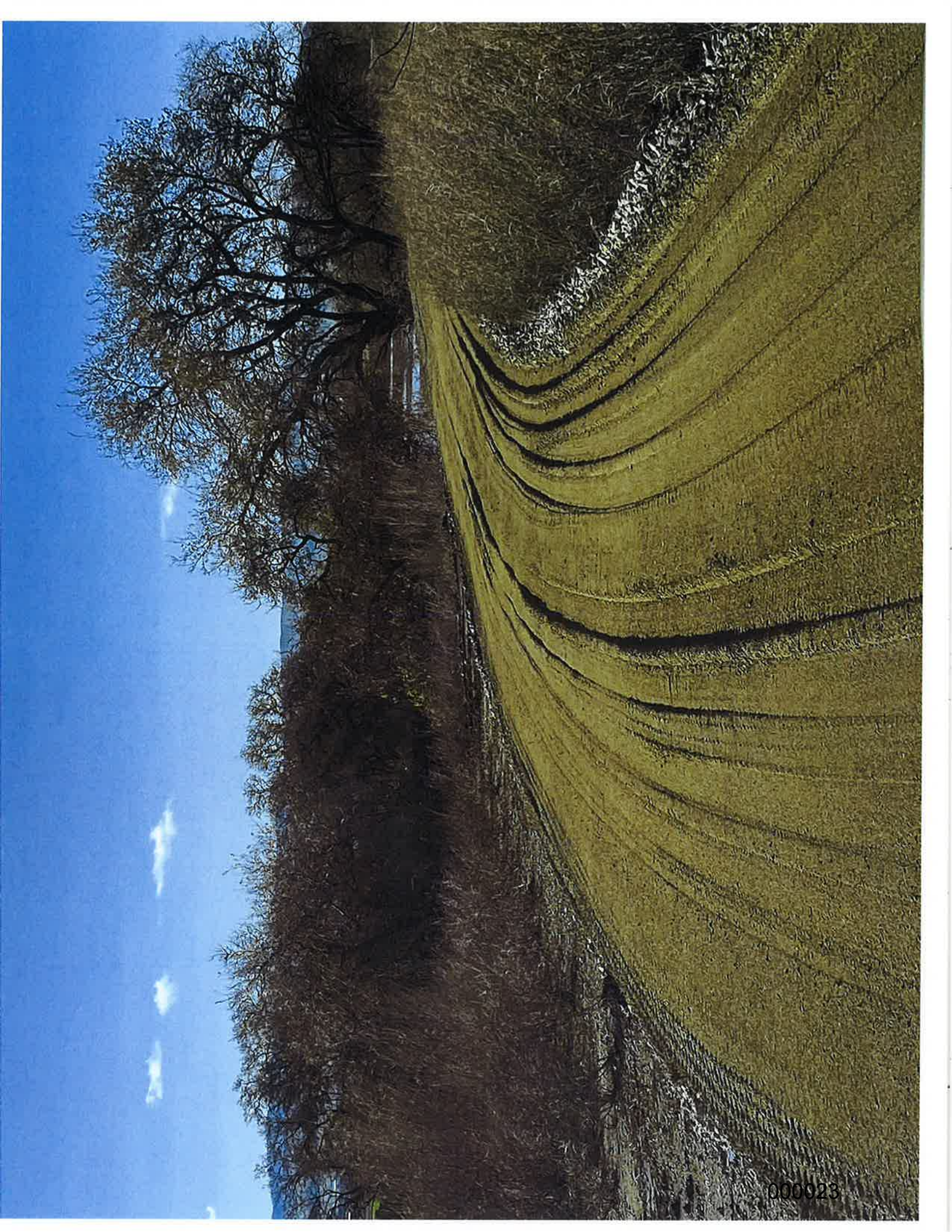


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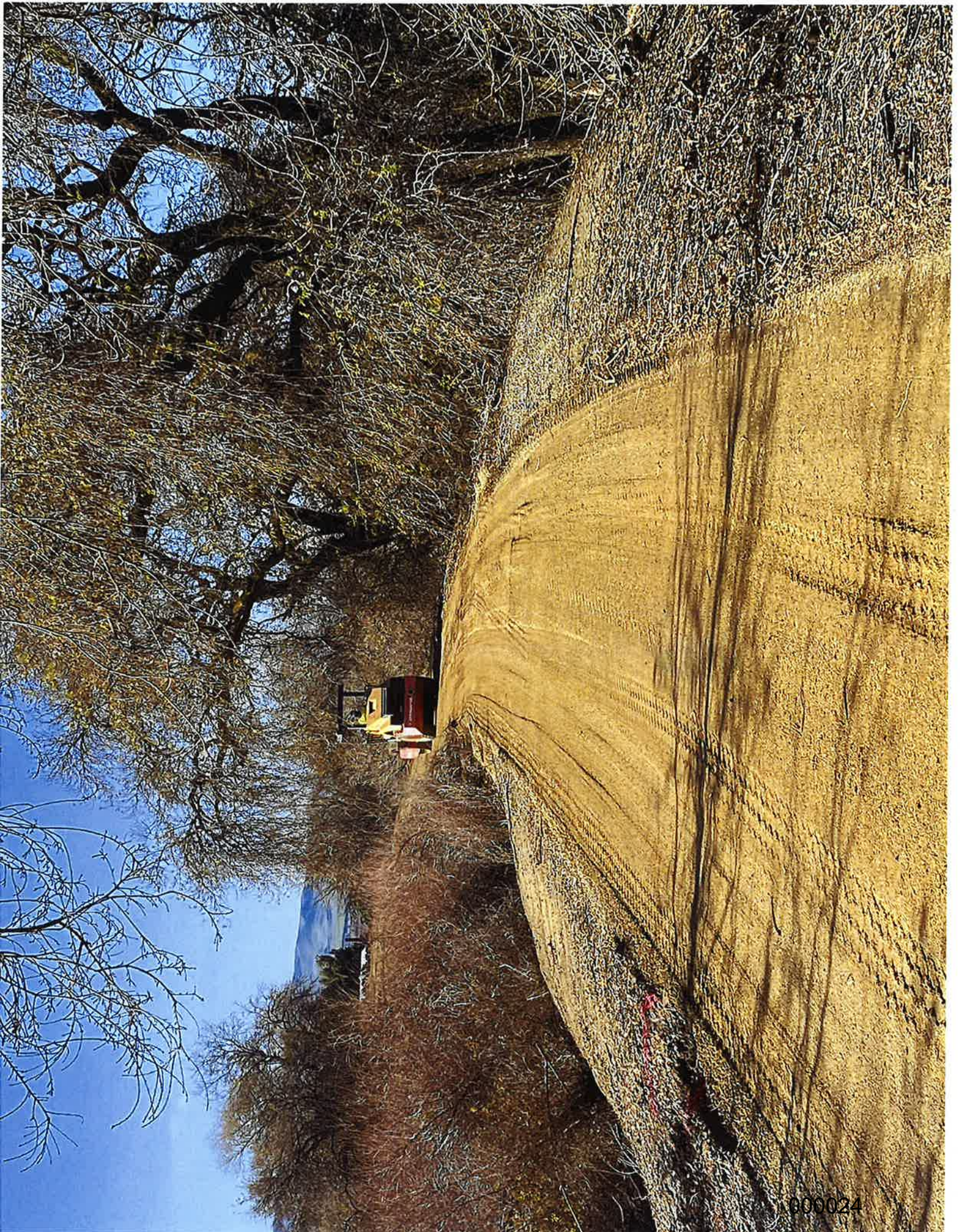


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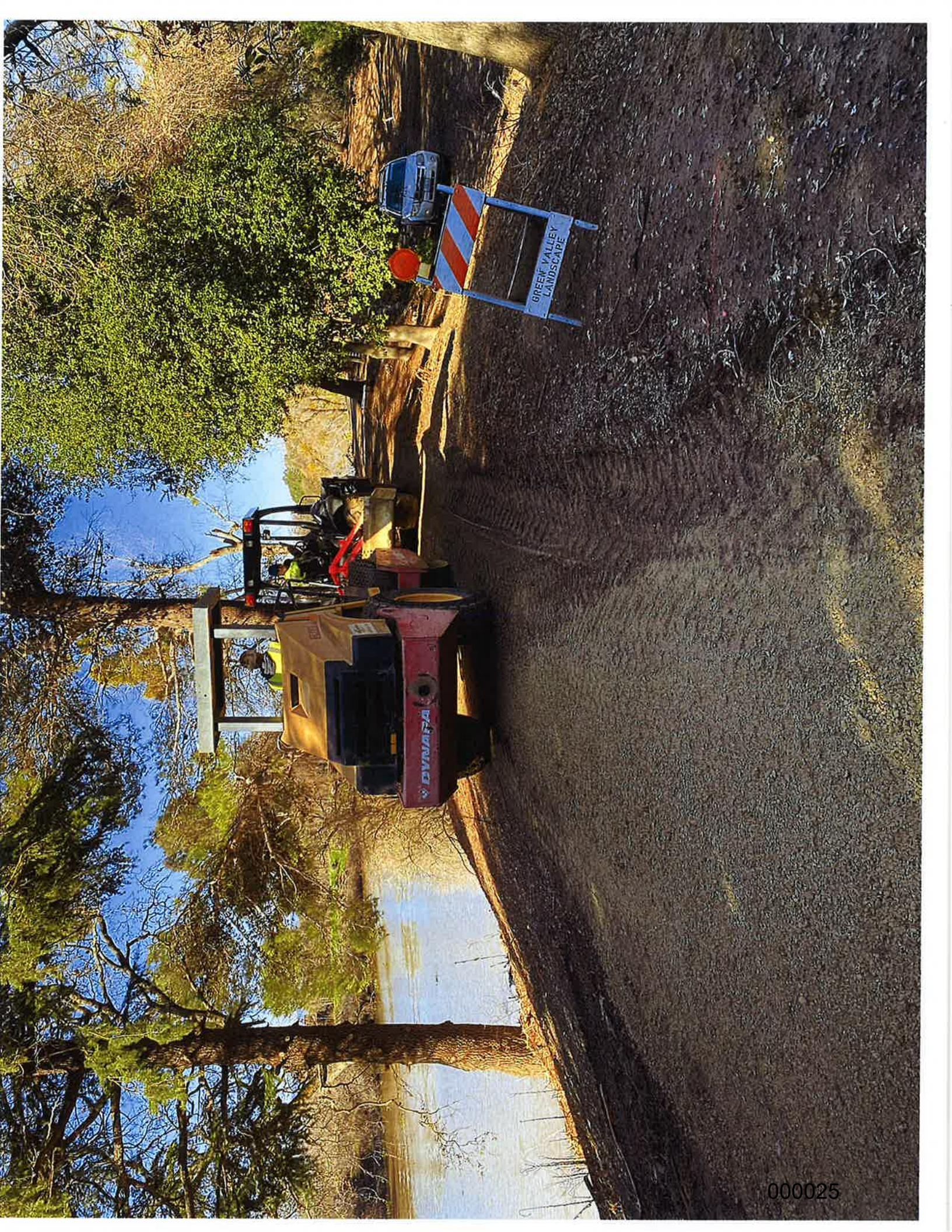


Exhibit B



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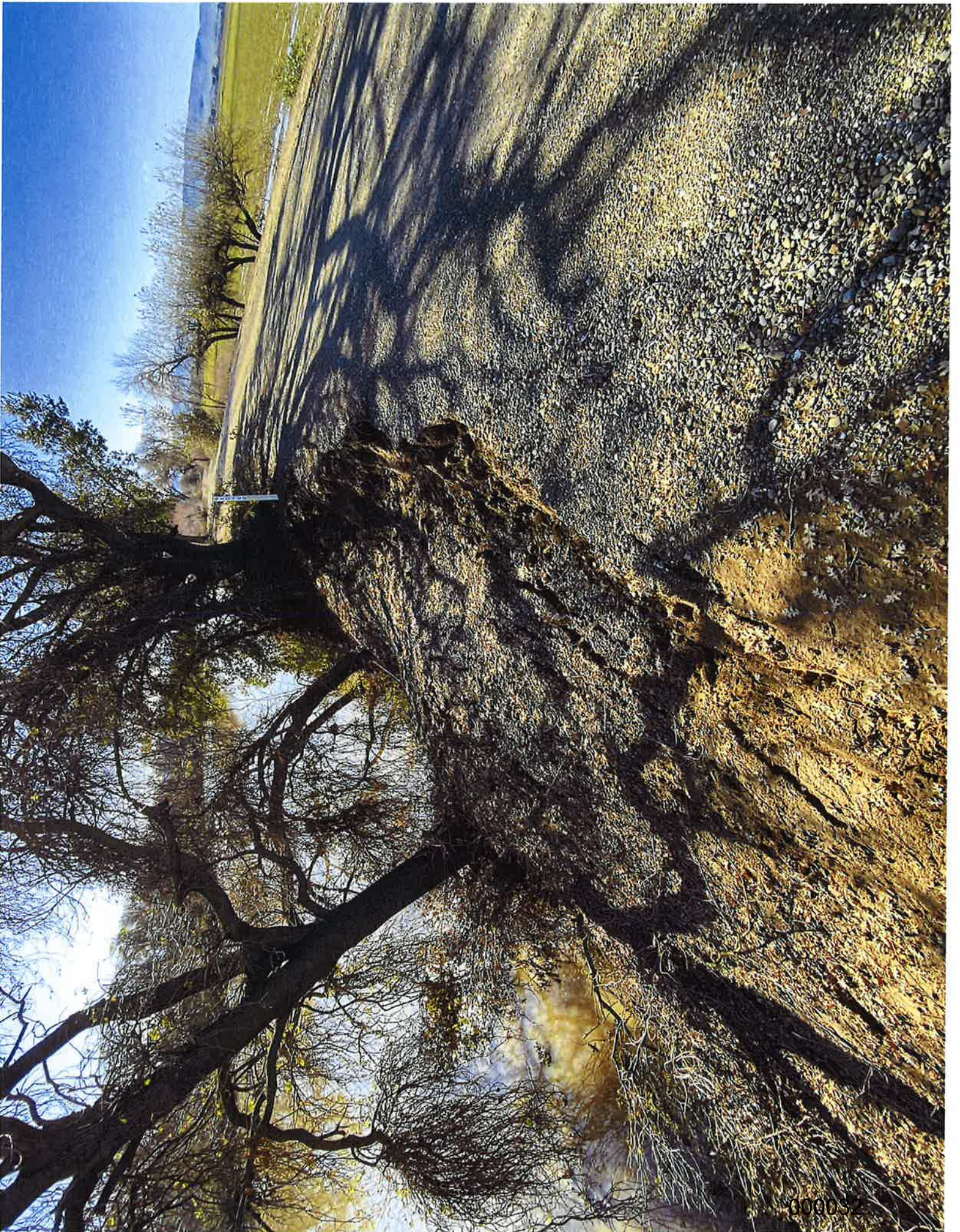
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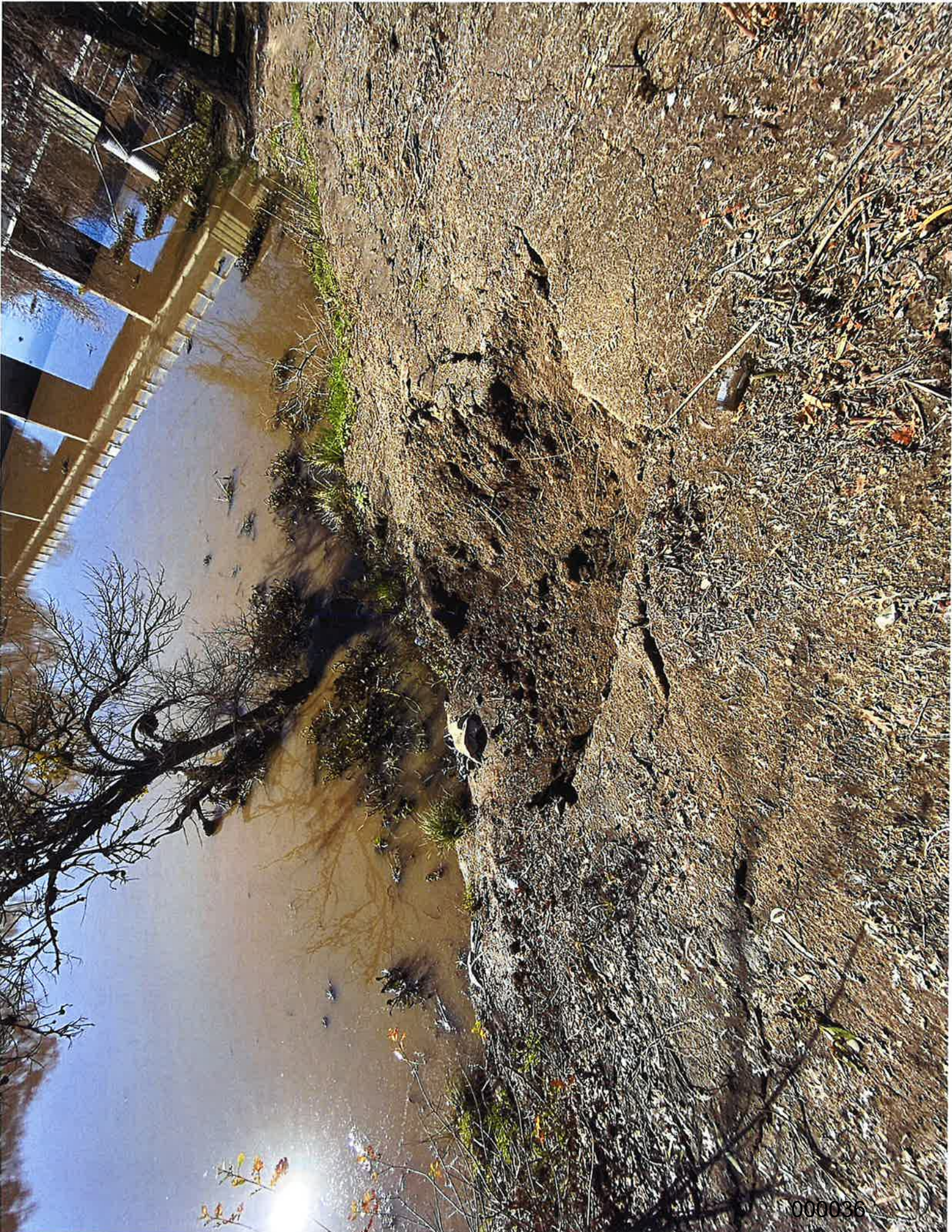
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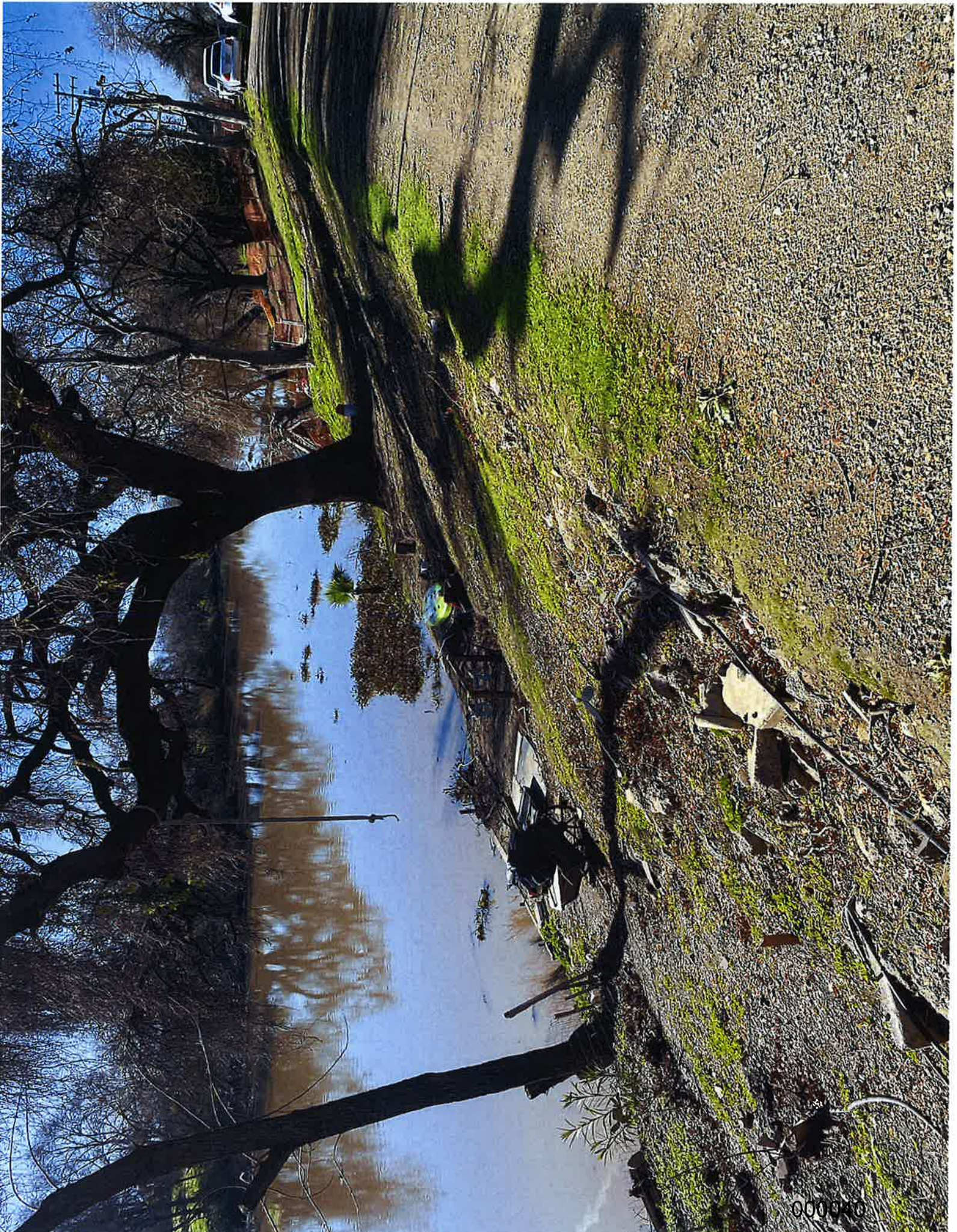


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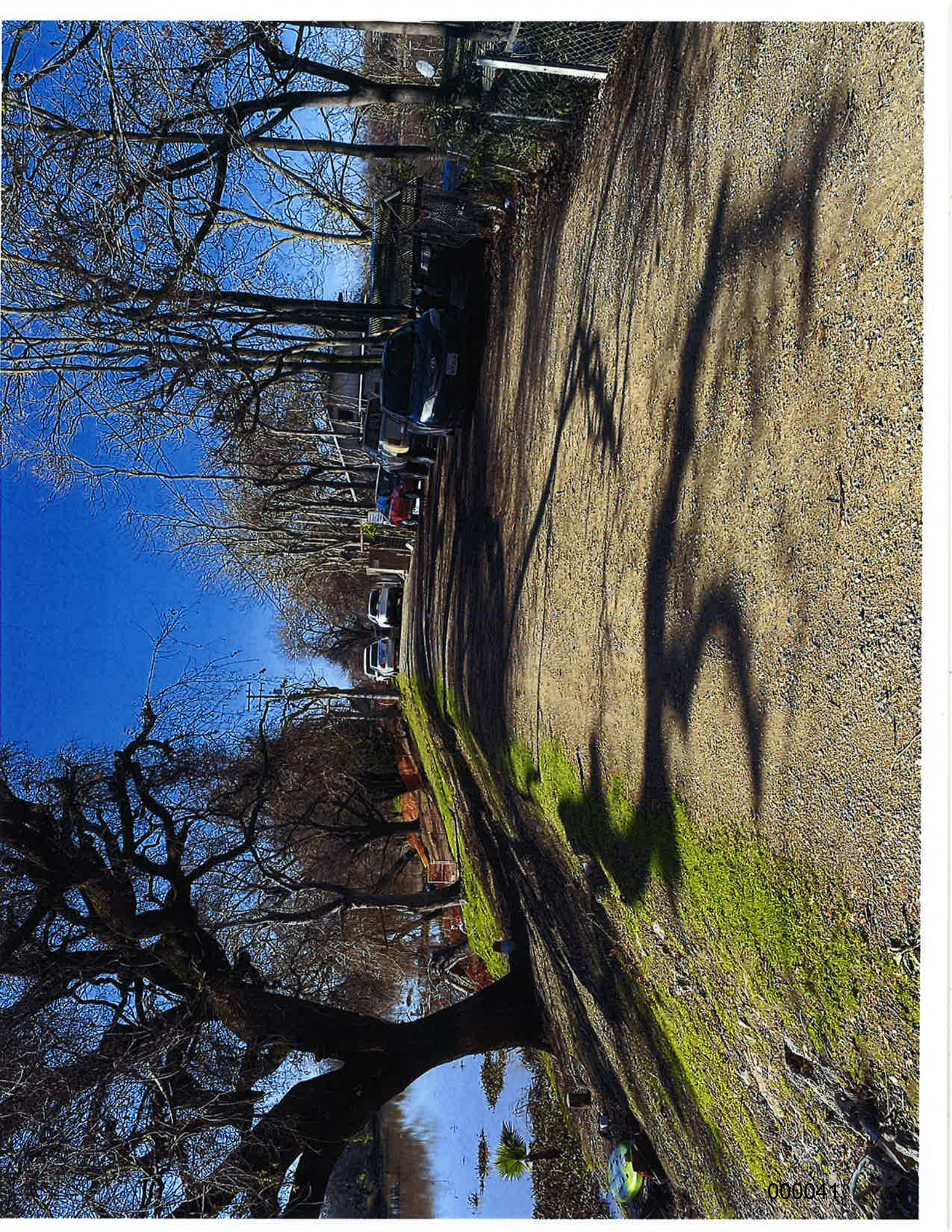


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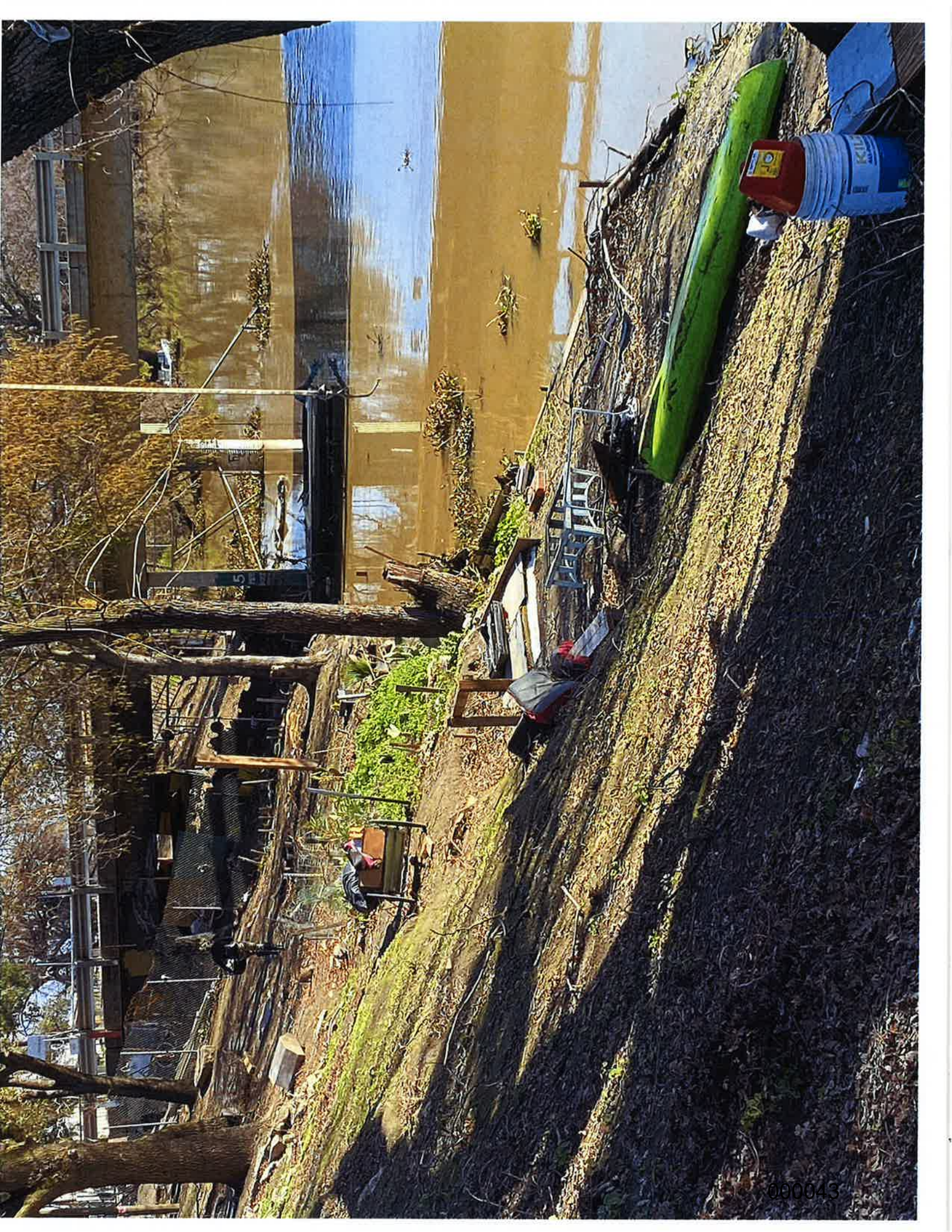
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Station 909



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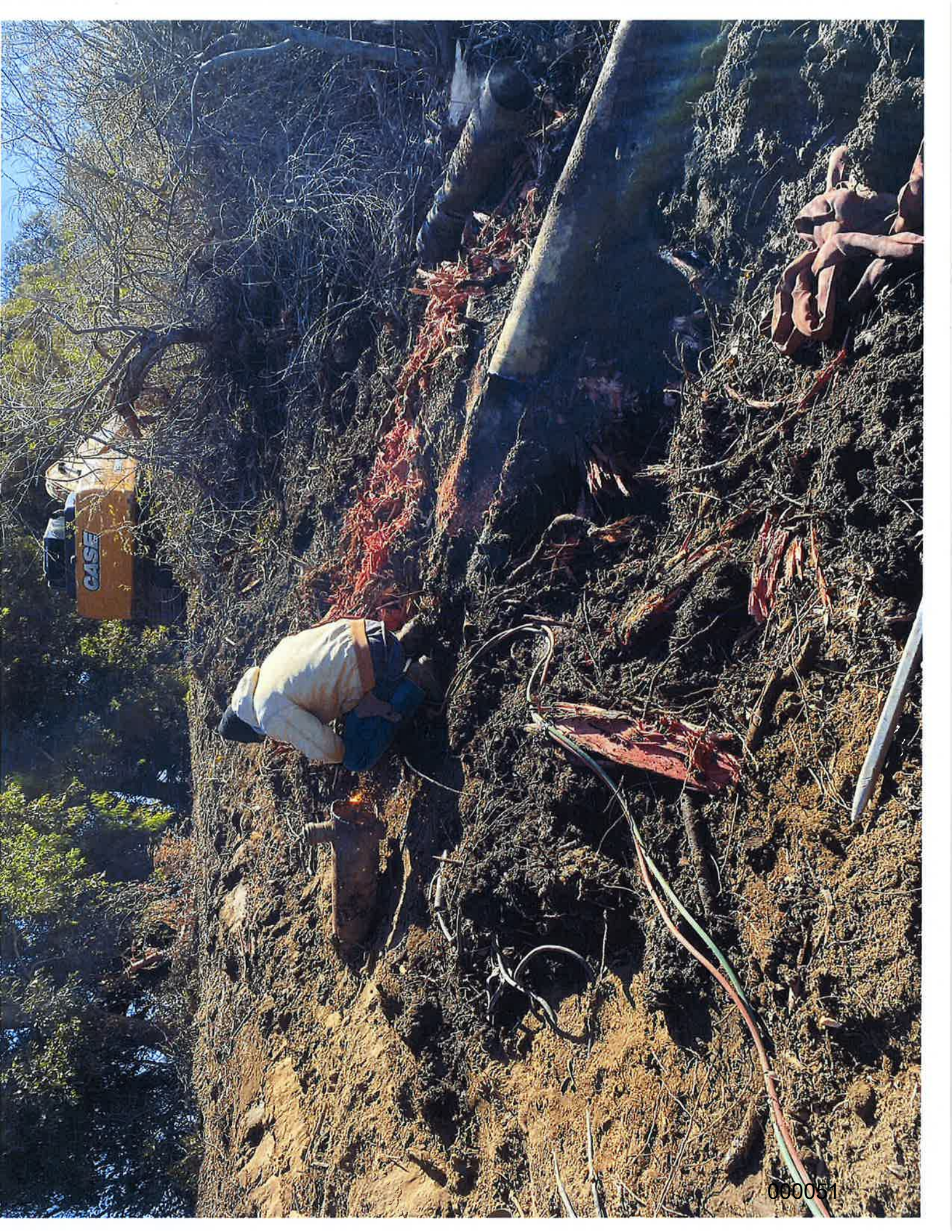
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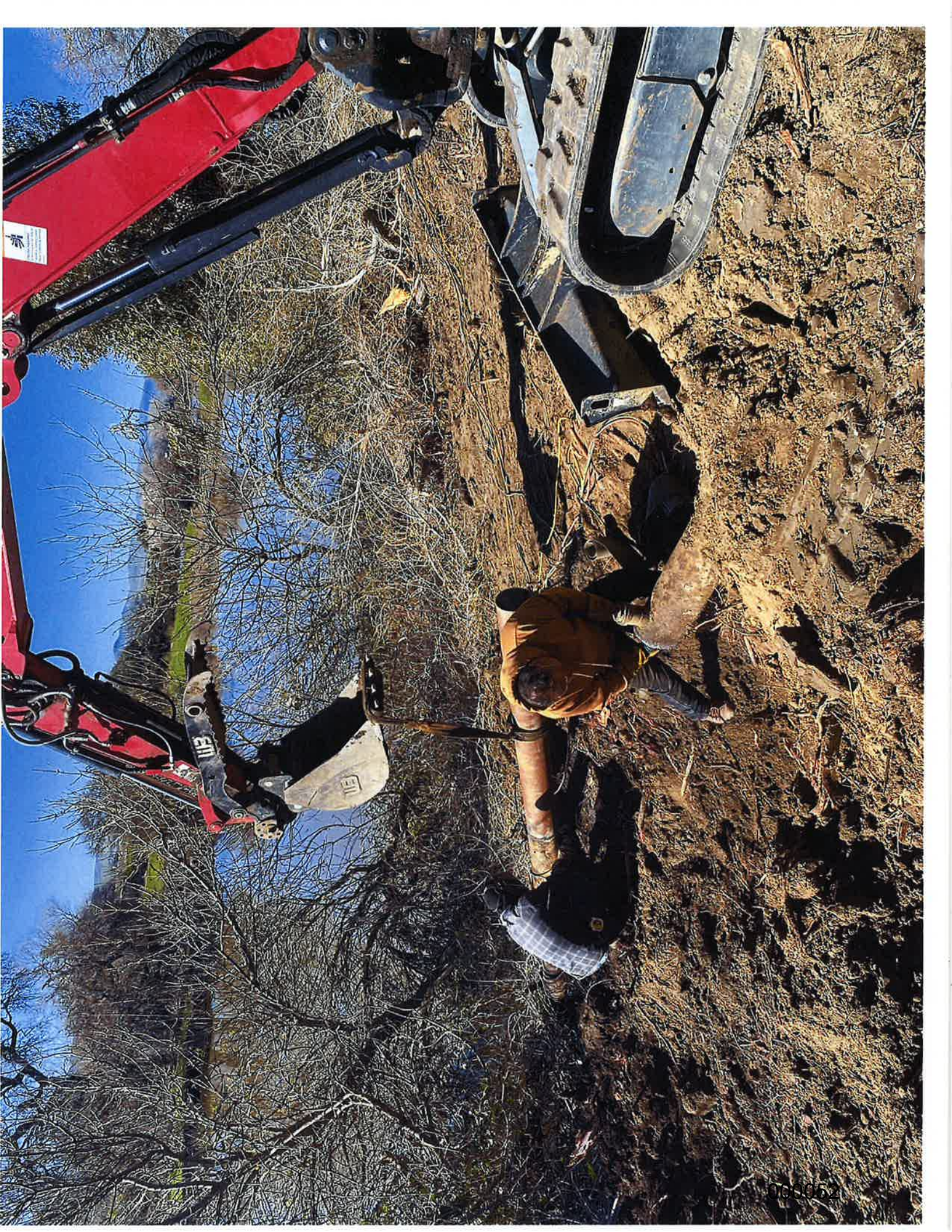
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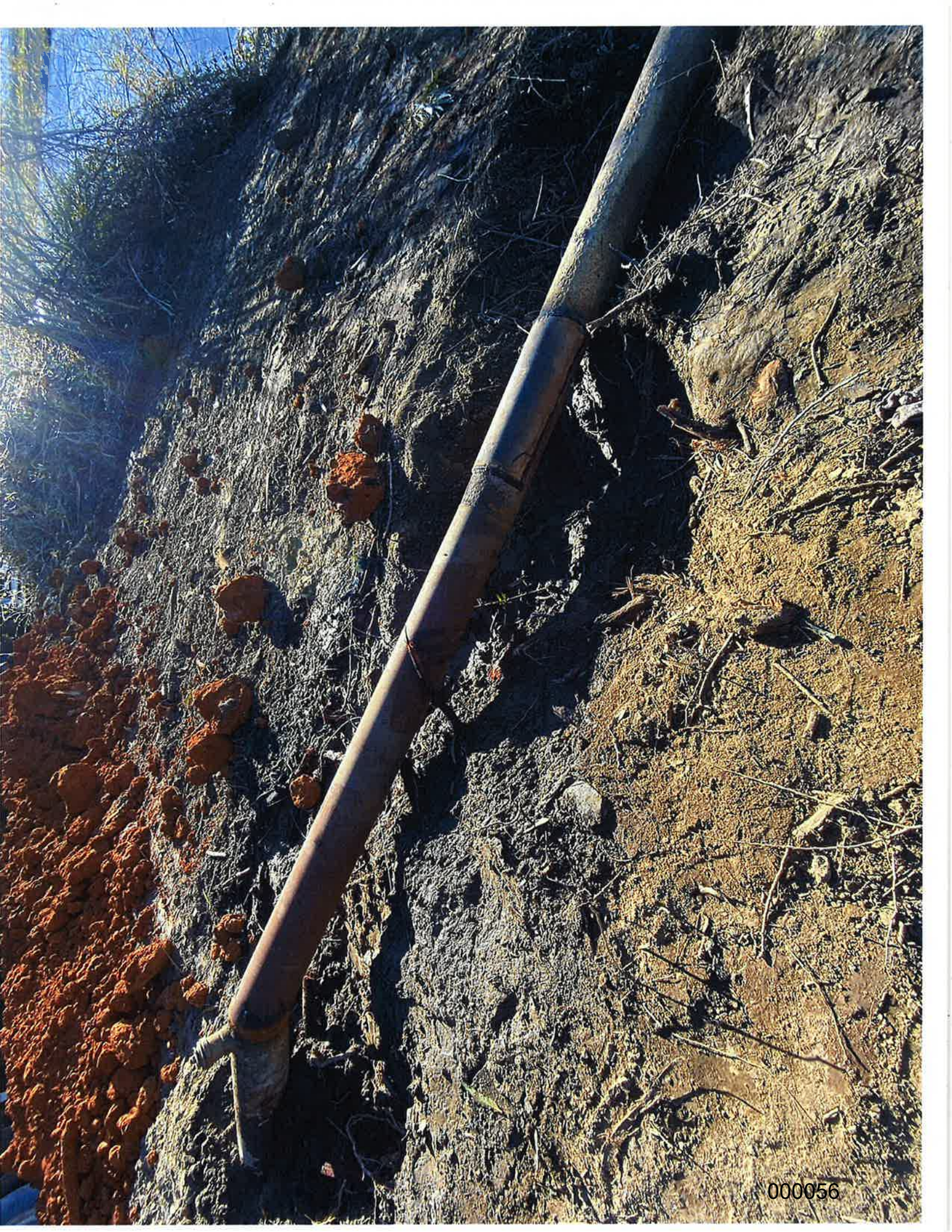


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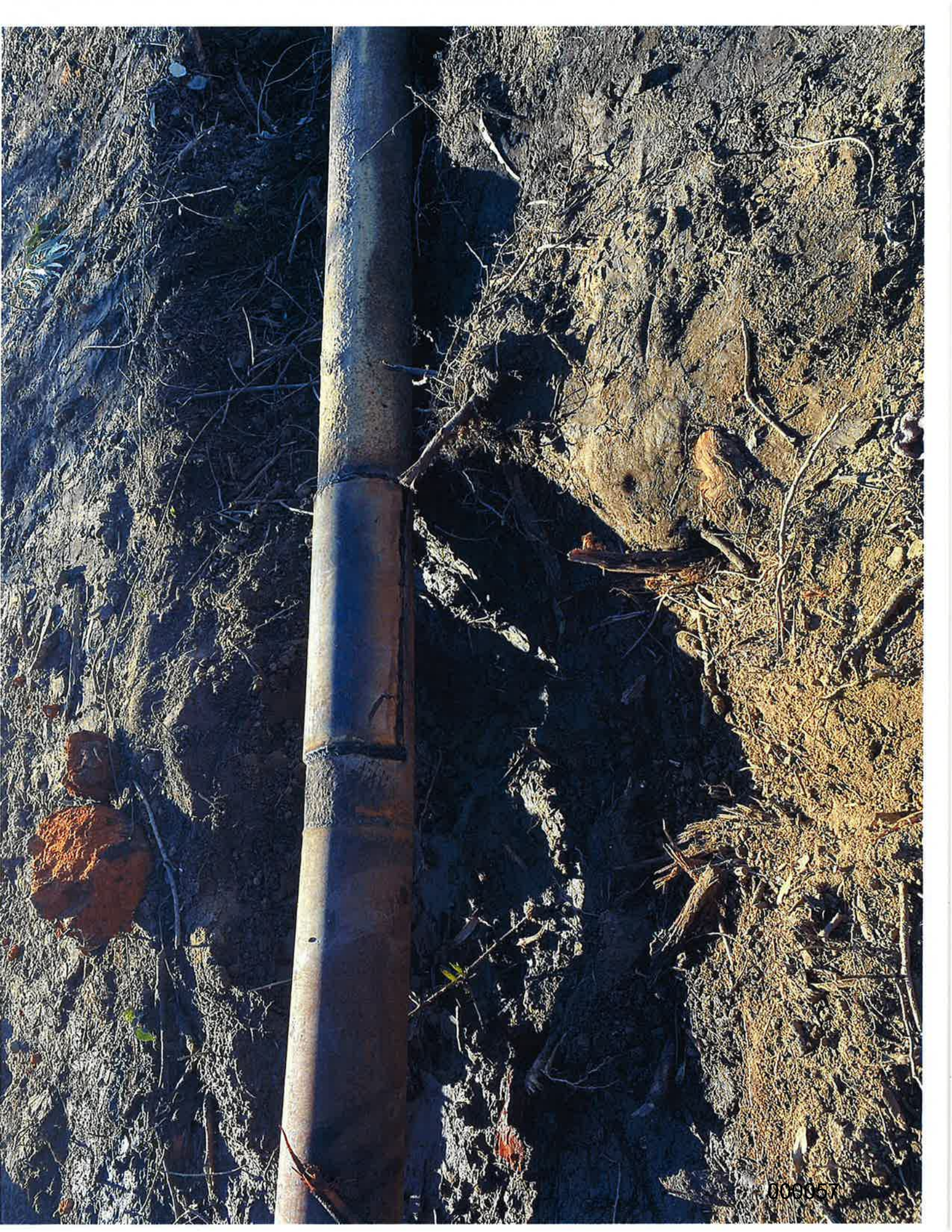


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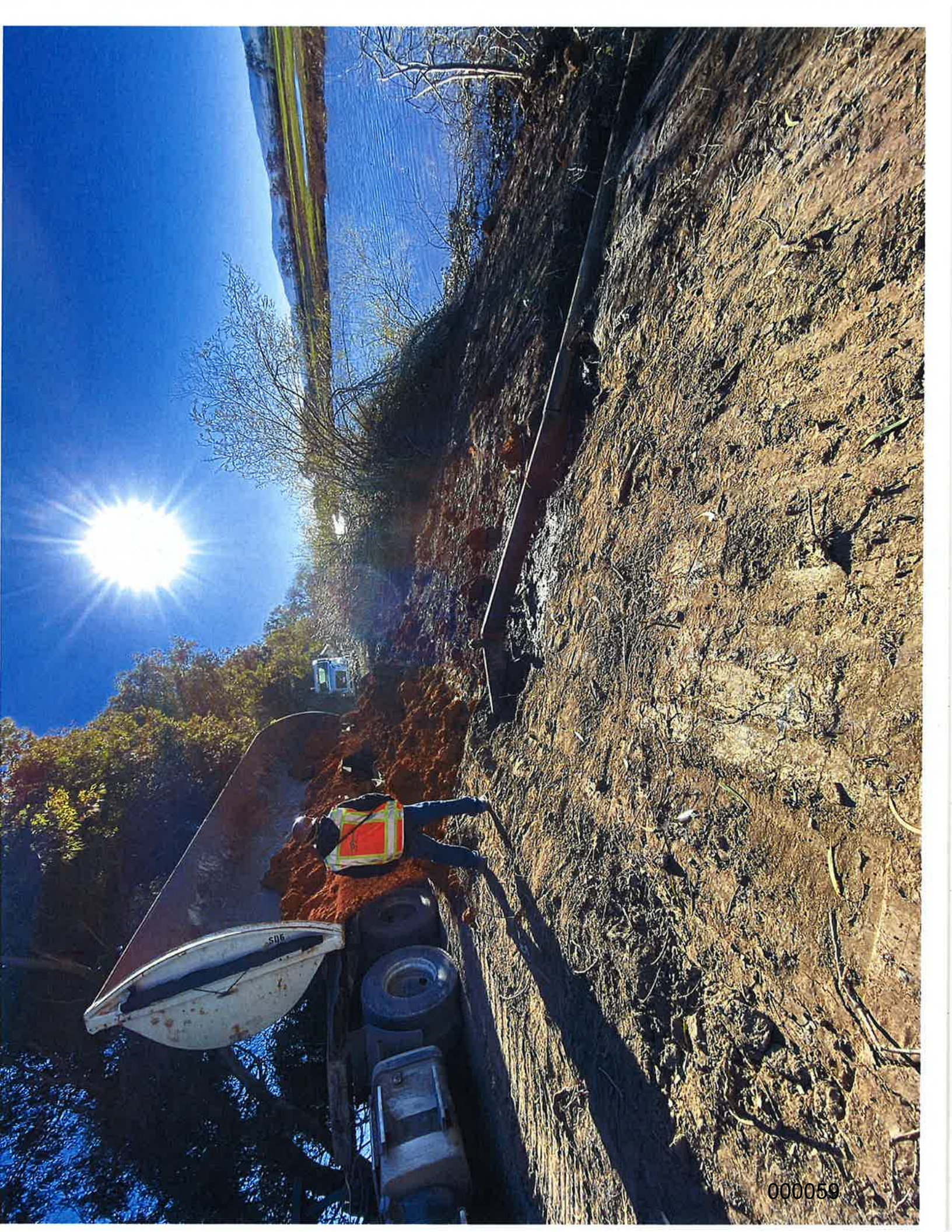
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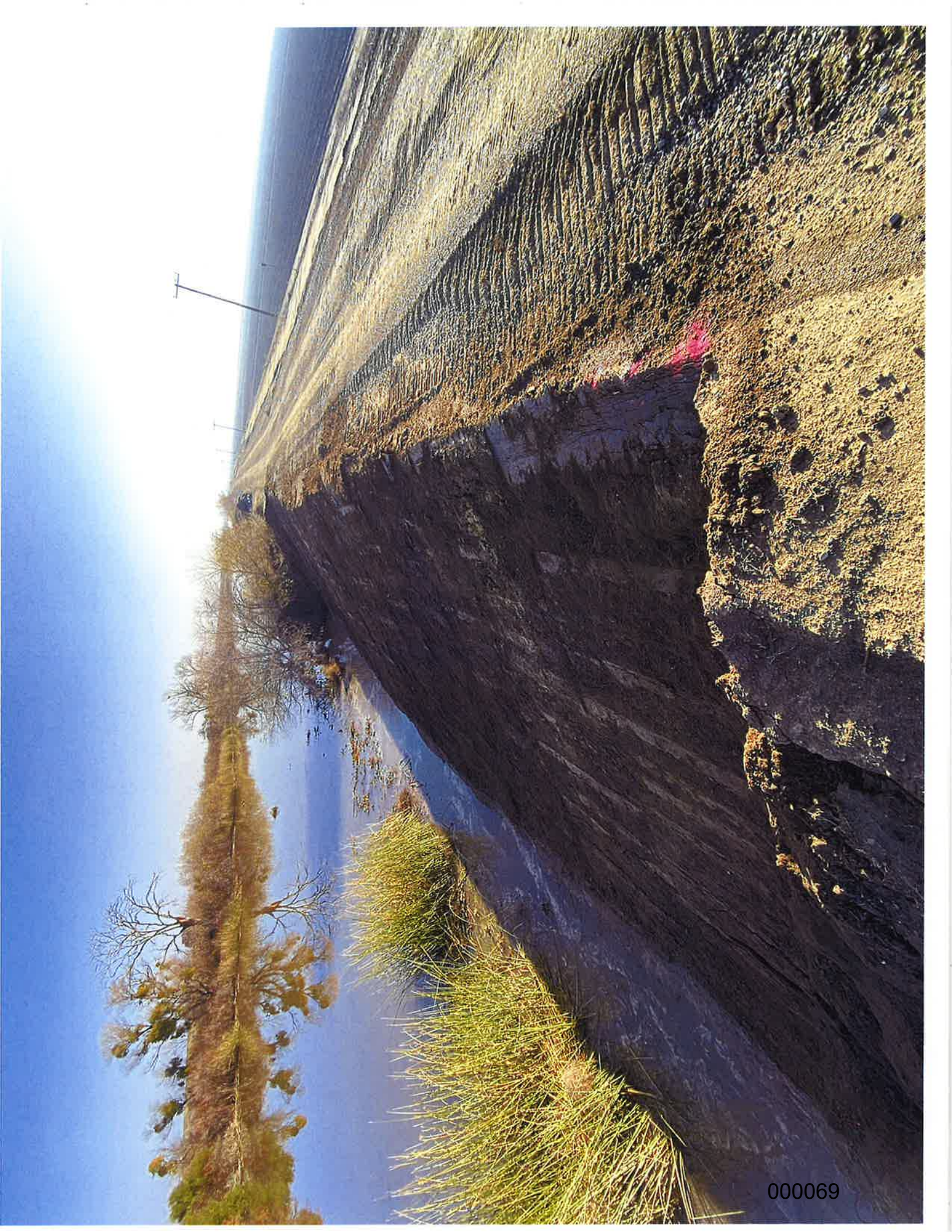
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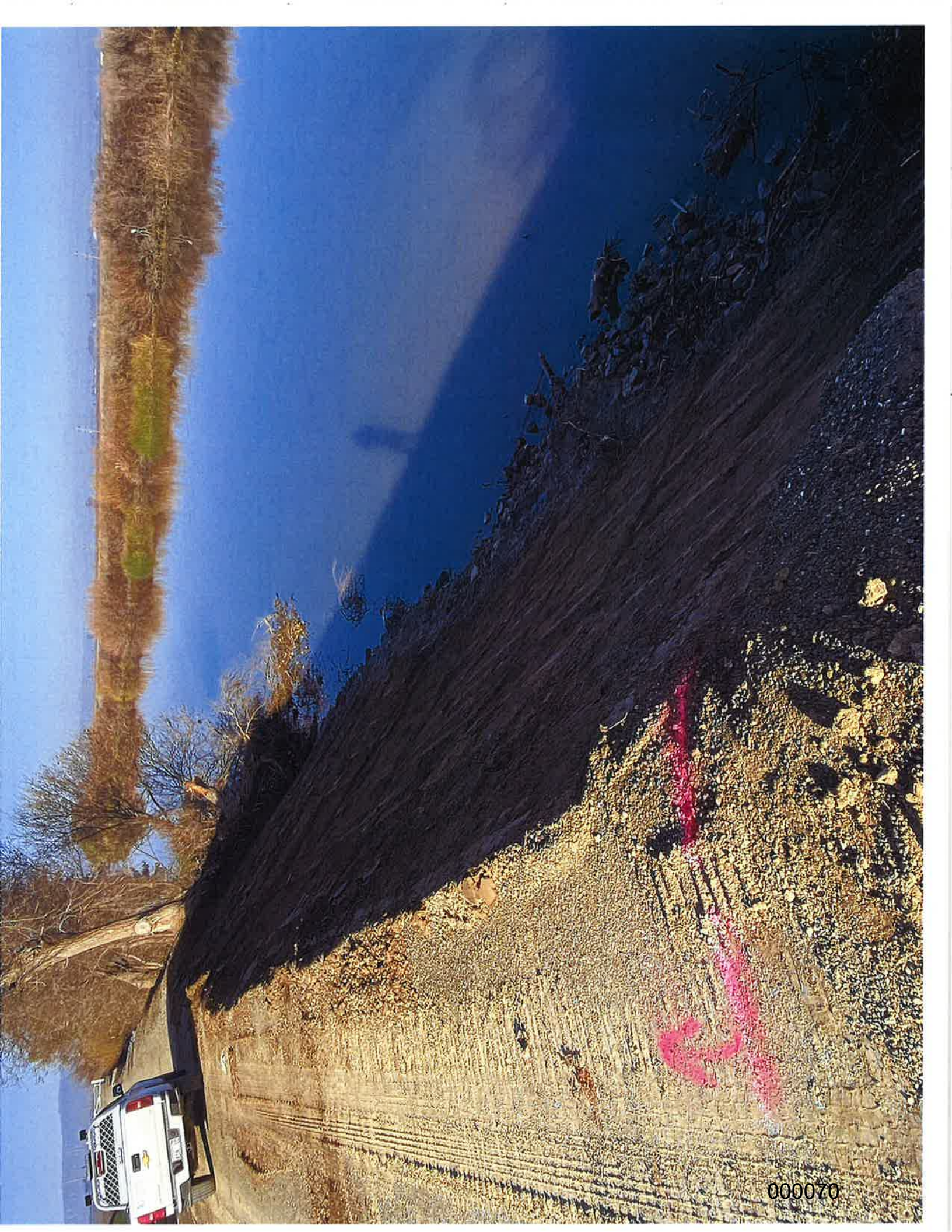
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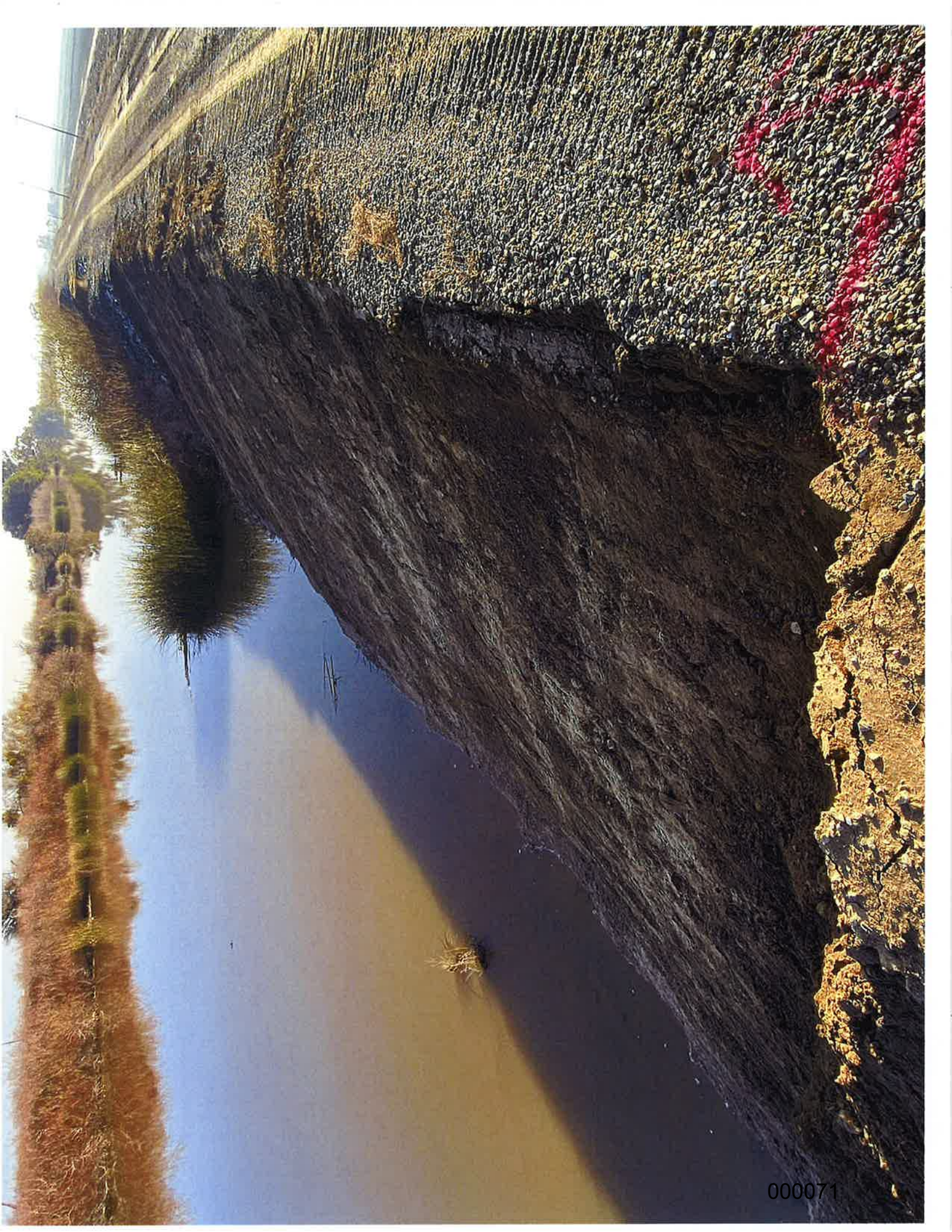
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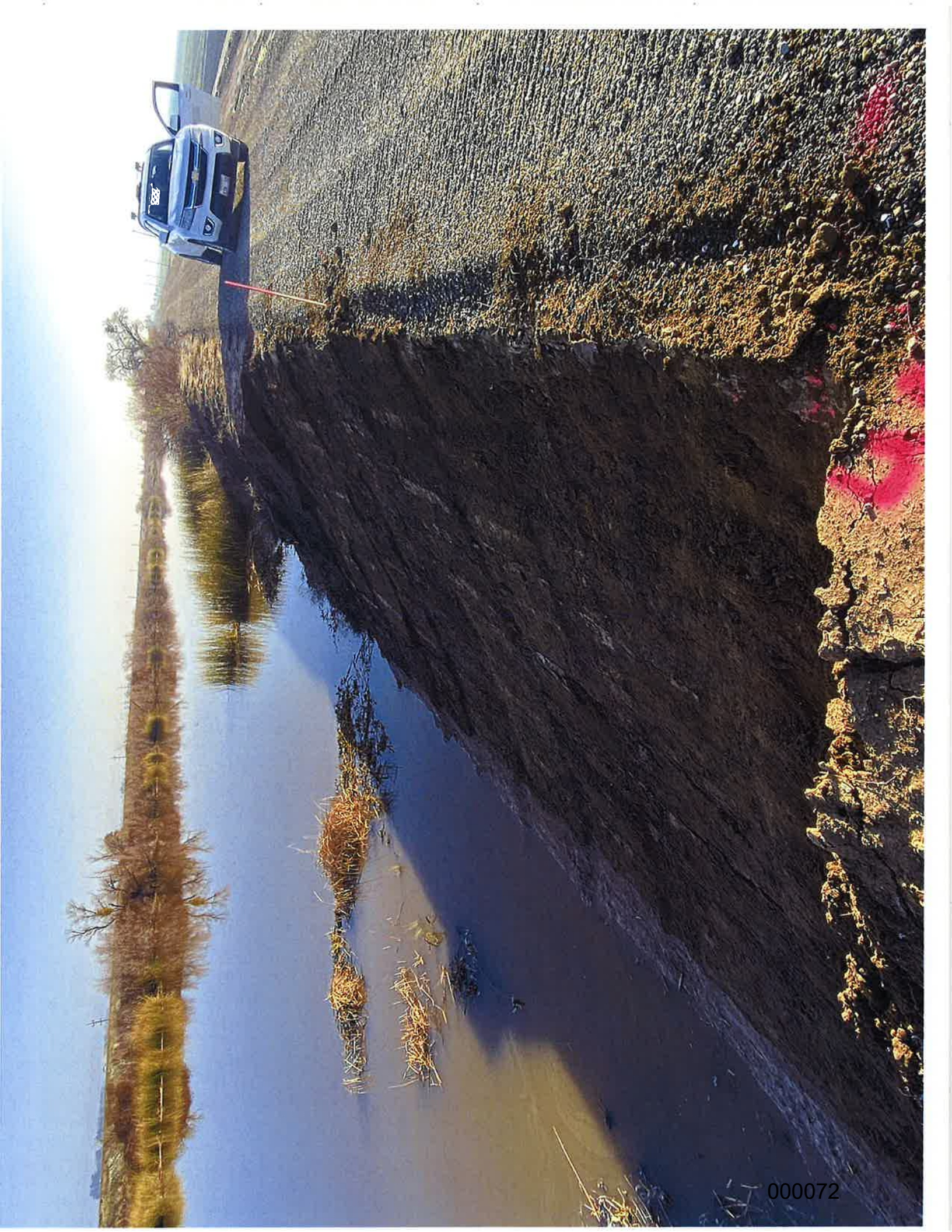
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Exhibit C

JOB NO. 2089-0410

\$75K

**Emergency Erosion Repairs
Station 0+00 to 989+00
CONTRACT NUMBER 773-01-09-23-02**

A.M. Stephens Construction
1030 N. Guild Ave.
Lodi, CA 95241

NOTICE TO PROCEED DATE: January 5, 2023

PROJECT COMPLETION DATE: March 28, 2023

PREPARED FOR:

RECLAMATION DISTRICT 773– Fabian Tract
10876 N. Tracy Boulevard
Tracy, CA 95304

San Joaquin, CA

PREPARED BY:

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296

January 5, 2023

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Job Number 2089-0410
Contract Number 773-01-09-23-02
Reclamation District No. 773
Fabian Tract

**00500D
CONTRACT
EMERGENCY WORK
(State Funding)**

This agreement made and entered this 5th day of January, 2023 by and between Reclamation District No. 773 – Fabian Tract hereinafter DISTRICT and A.M. Stephens Construction, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Emergency erosion site repairs due to severe weather at various points along the entire district. Contractor to make necessary levee repairs at locations identified by RD 773 as needed. See Appendix.

The total accepted bid/proposal price not to exceed: \$75,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action

for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make

prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein, the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this

Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the CONTRACTOR:** Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its Subcontractors shall

give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. CONTRACTOR's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
 1. Will receive a copy of DISTRICT's drug-free policy statement (APPENDIX B), and
 2. Will agree to abide by terms of CONTRACTOR's condition of employment, contract or subcontract.

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

That, in the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

DISTRICT: Reclamation District No. 773
Fabian Tract

By  _____

Mark Bacchetti
Board President
Reclamation District 773 - Fabian Tract
10876 N. Tracy Boulevard
Tracy, CA 95304

(209) 612-5440

CONTRACTOR: A.M. Stephens Construction

By  _____

Greg Stephens
A.M. Stephens Construction
1030 N. Guild Ave.
Lodi, CA 95241

Work: 209-333-0136

Exhibit D

JOB NO. 2089-0410-001

\$ 25K

**Emergency Erosion Repairs
Station 0+00 to 989+00
CONTRACT NUMBER 773-01-25-23-04**

A.M. Stephens Construction
1030 N. Guild Ave.
Lodi, CA 95241

NOTICE TO PROCEED DATE: January 25, 2023

PROJECT COMPLETION DATE: March 7, 2023

PREPARED FOR:

RECLAMATION DISTRICT 773– Fabian Tract
10876 N. Tracy Boulevard
Tracy, CA 95304

San Joaquin, CA

PREPARED BY:

KJELDTSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296

January 25, 2023

000084

Job Number 2089-0410-001
Contract Number 773-01-25-23-04
Reclamation District No. 773
Fabian Tract

**00500D
CONTRACT
EMERGENCY WORK
(State Funding)**

This agreement made and entered this 25th day of January, 2023 by and between Reclamation District No. 773 – Fabian Tract hereinafter DISTRICT and A.M. Stephens Construction, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Emergency erosion site repairs due to severe weather at various points along the entire District. Contractor to make necessary levee repairs at locations identified by RD 773 as needed. See Appendix.

The total accepted bid/proposal price not to exceed: \$25,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action

for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make

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In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

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By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its Subcontractors shall

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 1. The dangers of drug abuse in the workplace,
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- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
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DISTRICT: Reclamation District No. 773
Fabian Tract

By  _____

Mark Bacchetti
Board President
Reclamation District 773 - Fabian Tract
10876 N. Tracy Boulevard
Tracy, CA 95304

(209) 612-5440

CONTRACTOR: A.M. Stephens Construction

By  _____

Greg Stephens
A.M. Stephens Construction
1030 N. Guild Ave.
Lodi, CA 95241

Work: 209-333-0136

Exhibit E

Exhibit F



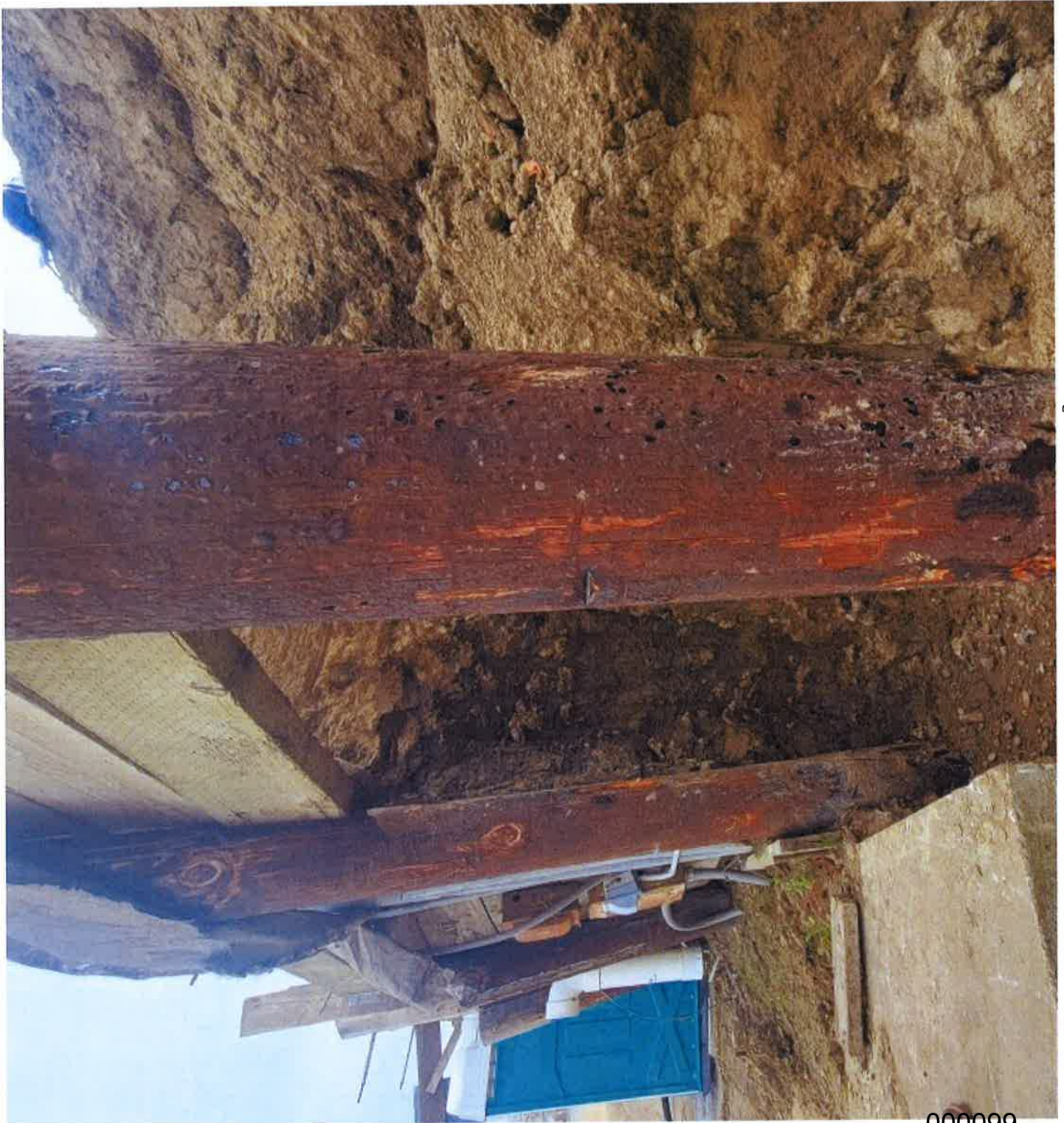
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ITEM 9

RD 773: MASTER CALENDAR

JANUARY

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Board Meeting
- Insurance renewal. Policy renews April.

MARCH

- Hire Employees for Seasonal Levee Work.

APRIL

- April 1: Form 700s due
- Board Meeting

MAY

- Draft Budget

JUNE

- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Board Meeting
- Adopt Resolution for setting Assessments and submit to County Assessor's Office
- Adopt Annual CEQA Exemption for levee maintenance.

JULY

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: Indefinite).
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Board Meeting

SEPTEMBER

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).
- Insurance Renewal

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Board Meeting

NOVEMBER

- Election: to be held first Tuesday after first Monday of each odd-numbered year.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Board Meeting

Term of Current Board Members:

Name	Term Commenced	Term Ends
Ryan Bacchetti	First Friday 12/2021	First Friday of 12/2023
Joe Enos	First Friday 12/2019	First Friday of 12/2023
Mark R. Bacchetti	First Friday 12/2019	First Friday of 12/2023

No Expiration on Assessment

Trustee Ryan Bacchetti appointed to fill vacancy within first half of term. Second half of term expiring in 2025 will be filled at District’s 2023 General Election.

ITEM 10

RECLAMATION DISTRICT 773
Bills for Approval of Payment
February 7, 2023 Board Meeting

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Neumiller & Beardslee	12/12/2022	335708	\$1,789.79				
				\$1,789.79			
Kjeldsen, Sinnock & Neudeck	1/13/2023	34363	\$865.53				
	1/13/2023	34364	\$653.87				
	1/13/2023	34365	\$160.04				
	1/13/2023	34366	\$45.00				
	1/13/2023	34367	\$2,247.50				
	1/13/2023	34368	\$7,556.25				
	1/13/2023	34369	\$552.50				
	1/13/2023	34370	\$1,611.51				
	1/13/2023	34371	\$677.50				
	1/13/2023	34372	\$270.00				
				\$14,639.70			
BPM	1/24/2023	53731	\$347.94				
				\$347.94			
Holt Repair & Mfg., Inc.	1/11/2023	13103	\$24,081.60				
				\$24,081.60			
Animal Damage Control, Inc.	1/9/2023	123406	\$1,200.00				
				\$1,200.00			
California Association of Mutual Water Companies	1/25/2023	2346	\$100.00				
				\$100.00			
NOTES:			Warrant Total	\$42,159.03			
Fund Balance as of December 31, 2022		\$450,856.82					
Less Submitted Warrants for Payment:		\$42,159.03					
Total:		\$408,697.79					
Bank of Stockton Balance as of 12/31/22		\$31,238.30					
		\$439,936.09					

RECLAMATION DISTRICT 773
Bills Approved for Payment
January 12, 2023 Special Board Meeting

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Neumiller & Beardslee	12/12/2022	335708	\$335.00				
				\$335.00	2062		
Kjeldsen, Sinnock & Neudeck	12/12/2022	34141	\$1,287.70				
	12/12/2022	34142	\$780.00				
	12/12/2022	34143	\$217.50				
	12/12/2022	34144	\$7,460.00				
	12/12/2022	34145	\$805.00				
	12/12/2022	34146	\$45.00				
	12/12/2022	34147	\$525.00				
				\$11,120.20	2063		
Custom Spraying, Inc.	12/27/2022	11-2401	\$14,025.00				

				\$14,025.00	2064		
ASTA Construction	12/31/2022	5875	\$7,865.18				
				\$7,865.18	2065		
NOTES:			Warrant Total	\$33,345.38			
Fund Balance as of December 31, 2022		\$450,856.82					
Less Submitted Warrants for Payment:		\$33,345.38					
Total:		\$417,511.44					
Bank of Stockton Balance as of 11/30/22		\$31,238.30					
		\$448,749.74					